

**Barnett  
Bank**

0-329A051

NOV 24 1980  
Date

Fee \$5-12435

RECORDATION NO. Filed 1475

ICC Washington, D.C.

NOV 24 1980-10 45 AM

INTERSTATE COMMERCE COMMISSION

November 18, 1980

Secretary of the Interstate Commerce Commission  
Washington, D.C. 20423

RE: ROBERT D. AND KRISTY K. LONSDALE 100 Ton Covered Hopper  
Railcar Lien Recording

Gentleman:

Please find enclosed the following documents which are to be used  
for recording a lien in the amount of \$40,179.84 in favor of  
Barnett Bank of Sarasota, N.A. :

- Item # 1 Three (3) original Security Agreements
- Item # 2 Three (3) original Promissory Notes
- Item # 3 One Individual Form of Acknowledgement
- Item # 4 Official Check for \$50.00 payable to the Secretary  
of Interstate Commerce Commission

The above described Promissory Note and Security Agreement were used  
to perfect a security interest in the following described railcar:

100 Ton Truck Covered Hopper Railcar  
Identifying Marks MLW102057  
AAR Mechanical Designation "LO"

Should you have any questions concerning this letter or its contents,  
please feel free to call me any time.

Sincerely,

*J. L. Broxson*  
J. L. Broxson  
Vice President

JLB/ww  
enc. (8)

**Barnett Bank of Sarasota, N.A.**

200 South Pineapple Ave  
P.O. Box 1299  
Sarasota, Florida 33578  
813/366-7700

RECORDATION NO. 12435-A  
Filed 1475

NOV 24 1980-10 45 AM

INTERSTATE COMMERCE COMMISSION

NOV 24 10 36 AM '80  
DOCKET FILES  
BRANCH

2435-A

RECORDATION NO. F101 1475

NO. \_\_\_\_\_



NOV 24 1980-10 45 AM

BARNETT BANK OF SARASOTA, N.A.

INTERSTATE COMMERCE COMMISSION

NOTE

FOR BANK USE ONLY

Code \_\_\_\_\_  
Type \_\_\_\_\_  
Rate \_\_\_\_\_  
Officer \_\_\_\_\_  
Purpose \_\_\_\_\_  
Payback \_\_\_\_\_

(City) Sarasota, Florida. October 22, 1980. Due: Monthly \$ 40,179.84

The undersigned (referred to as Maker, whether one or more), jointly and severally, promises to pay to the order of the BARNETT BANK of Sarasota, N.A. (which together with subsequent holders of this note, are referred to as "Bank"), at its office at (Address) 200 S. Pineapple Ave., Sarasota, FL Florida, the sum of \*\*\*FORTY THOUSAND ONE HUNDRED SEVENTY-NINE AND 84/100----- Dollars, in 48 consecutive monthly installments of \$ 837.08 each, and a final installment of \$ N/A, on the 15th day of each month, commencing November 15, 1980, and continuing thereafter until this note is fully paid.

(1) Cash Advanced (Check # \_\_\_\_\_ Account # \_\_\_\_\_) \$ 30,000.00

(2) Plus Other Charges (Not Part of FINANCE CHARGE)

(a) Credit Life Insurance \$ None  
(b) Credit Life & Disability Insurance \$ None  
(c) Documentary Stamp Tax \$ 45.30  
(d) Appraisal Fees (Mortgage Loans Only) \$ None  
(e) Credit Report (Mortgage Loans Only) \$ None  
(f) Other (Itemize) \_\_\_\_\_ UCC Recording Fees \$ 19.25  
\_\_\_\_\_ ICC Recording Fees \$ 50.00  
\_\_\_\_\_ \$ None  
\_\_\_\_\_ \$ None

Total Other Charges \$ 114.55

(3) Equals Amount Financed (1 + 2) \$ 30,114.55

(4) Plus a FINANCE CHARGE

(a) Interest \$ 10,015.29  
(b) Credit Report (Non-Mortgage Loans Only) \$ 50.00  
(c) Appraisal Fee (Non-Mortgage Loans Only) \$ None

Total FINANCE CHARGE \$ 10,065.29

(5) Equals Note Amount (Amount to be Repaid or Total of Payments) (3 + 4) \$ 40,179.84

The FINANCE CHARGE constitutes an ANNUAL PERCENTAGE RATE of 15.07 %.

If the Maker fails to pay any installment when due, Bank shall be entitled to collect a late charge not exceeding **5%** of the installment in default. This note may be prepaid in full at any time without penalty; and in that event, or in the event Bank accelerates the maturity of this note as provided herein, a partial refund of the interest portion of the Finance Charge shown above will be made computed by the "sum of the digits" method, but the interest portion of the Finance Charge retained by Bank shall not be less than **\$15.00**. No refund shall be made of any portion of the fee for credit reports or appraisal shown above.

Neither Credit Life nor Credit Life and Disability Insurance is required to obtain this loan. No charge is made for credit insurance, and no credit insurance is provided unless signed for below.

Maker(s) desire(s) (check appropriate block): ☐ Credit Life Insurance for a cost of \$ None for the loan term;  
☐ Credit Life and Disability Insurance for a cost of \$ None for the loan term.

N/A Date: \_\_\_\_\_ Age: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
N/A Date: \_\_\_\_\_ Age: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Maker gives Bank a Security Interest in any of Maker's funds or other assets on deposit with Bank from time to time, together with any refund of premium on credit life or credit life and disability insurance written in connection with this transaction in accordance with the terms of the credit life or credit life and disability insurance contract, and any refund of property insurance premiums paid with respect to any collateral in accordance with the terms of the mortgage and/or security agreement, as security for the repayment of this note.

☒ If checked here, this loan is secured by a security interest in the property described below pursuant to a Security Agreement of even date herewith executed by Maker in favor of Bank:

New 1980 100 Ton Truck Covered Hopper Railcar

AAR Mechanical Designation "LO", Identifying Marks M1LW102057

The Security Interest(s) described above covers proceeds and after-accepted property (except consumer goods other than accessions acquired more than **10** days after the date hereof), and secures other or future indebtedness.

☐ If checked here, this loan is secured by a mortgage lien on the real estate described below pursuant to a Mortgage of even date herewith executed by Maker in favor of Bank:

N/A

The Mortgage covers proceeds and after-acquired property (except consumer goods other than accessions acquired more than **10** days after the date hereof), and, ☐ if checked here, secures other or future indebtedness.

If property or liability insurance is required in connection with this loan, it may be obtained by Maker through any person of Maker's choice reasonably acceptable to Bank. Property or liability insurance is not available from or through Bank.

Bank may declare this note due and payable either: (i) when permitted under any security agreement or mortgage, now or hereafter in effect, securing the repayment hereof; (ii) if Bank deems itself insecure; (iii) upon the default in any payment required hereunder; or (iv) upon the insolvency, bankruptcy, dissolution, death or incompetency of any Maker, indorser or guarantor hereof. After maturity, this note shall bear interest at the highest legal rate. In no event shall any Maker, indorser or guarantor of this note be obligated to pay any interest in excess of the maximum amount permitted by law, and in the event any interest is received or charged by Bank in excess of that amount, Maker shall be entitled to an immediate refund thereof. Each Maker, indorser or guarantor, jointly and severally: (i) promises to pay all costs of collecting this note, including a reasonable attorney's fee, whether incurred in connection with collection, trial, appeal or otherwise; and (ii) waives presentment, demand, notice of dishonor and protest.

Each maker acknowledges receipt of a copy of this note, and agrees to all of the terms contained herein.

Robert D. Lonsdale (SEAL)  
Address Robert D. Lonsdale  
4317 Midnight Pass Road, Sarasota, FL 33581

Kristy K. Lonsdale (SEAL)  
Address Kristy K. Lonsdale  
same

Res. Phone \_\_\_\_\_ Bus. Phone \_\_\_\_\_  
Employed \_\_\_\_\_

Res. Phone \_\_\_\_\_ Bus. Phone \_\_\_\_\_  
Employed \_\_\_\_\_

FOR VALUE RECEIVED the undersigned (jointly and severally, if more than one) irrespective of the genuineness, validity, regularity or enforceability of this note, hereby indorses this note and unconditionally guarantees to any holder full payment of the indebtedness evidenced by this note when due by acceleration or otherwise and all other sums due hereunder; agrees to all the terms and conditions of this note; and consents that from time to time, without notice to the undersigned and without affecting any liability of the undersigned, (a) any collateral for payment of this note may be exchanged, released, surrendered, sold (by foreclosure or otherwise) applied or otherwise dealt with at the election of the holder, and (b) any time of payment under this note may be extended or accelerated in whole or in part, and this note may be renewed in whole or in part. The undersigned waives presentment, notice of dishonor and protest.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

**Florida Documentary Stamps required by Law**

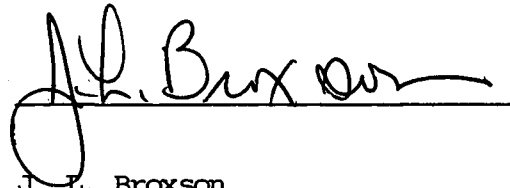
in the amount of \$ \_\_\_\_\_ are  
affixed to monthly journal and cancelled.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Sarasota SS:

On this 22nd day of October 19 80, before me personally  
appeared ROBERT D. AND KRISTY K. LONSDALE,  
to me known to be the person described in and who executed the foregoing  
instrument and he acknowledged that he executed the same as his free act  
and deed.



J. L. Broxson

Vice President

Barnett Bank of Sarasota, N.A.

Notary Public, State of Florida at Large  
My Commission Expires Sept. 24, 1983  
Bonded By American Fire & Casualty Company

My Commission expires \_\_\_\_\_

